

City of Albuquerque

Request for Proposals

Solicitation Number: RFP2007-023-KD

"Fiscal Agent and Other Banking Services"



Mandatory Pre-Proposal Conference:
1:30 PM (Local Time) Thursday, May 17, 2007

PROPOSAL DUE DATE:
4:00 PM (Local Time) May 31, 2007

The time and date Proposals are due shall be strictly observed

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division

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INTRODUCTION

The City of Albuquerque is soliciting proposals, which may result in multiple awards for Fiscal Agent Services contract. The City would prefer to award a contract to one vendor or one team of vendors that provide a suite of services and has the expertise to satisfy the majority of requirements the City has for banking and related services. If this is not possible, the City, in its best interest, may award different functions of service to various vendors.

The purpose of this RFP process is to identify the interested qualified vendors who have expertise and offer 'best of breed' products and services in specific fiscal and technical areas required by the City and to award a contract to cover the majority of requirements and one or more additional contracts fulfill the remaining identified services. The service solutions desired by the City will involve state of the art technology with minimal human intervention. The City anticipates required services in the following groups:

- Depository and Teller Services
- Custody and Daily Investing
- Information Reporting and Desktop Services
- Controlled Disbursement, Account Reconciliation, Document Storage, Check truncation
- Merchant Services, Credit/Debit Card processing, web-based payments
- Remittance Processing, Lockbox and Payment Consolidation
- Electronic File Transfer, Electronic Communications and Funds Transfers
- ACH check conversion

Potential service requirements include:

- Value Added Network Services
- Accounts Payable and Payroll Check Printing
- Electronic Bill Presentment
- Technical Consulting Services

The City will select the best solution provider for the tasks described in the scope of work.

**PART I
INSTRUCTIONS TO OFFERORS**

1.1 RFP Number and Title: RFP2007-023-KD, "Fiscal Agent and Other Banking Services".

1.2 Proposal Due Date: **Thursday, May 31, 2007 - No later than 4:00 PM (Local Time).** The time and date of closing will be strictly observed.

1.2.1 Mandatory Pre-Proposal Conference: This is a mandatory pre-proposal conference. Failure to attend by an authorized representative of the Offeror will result in the rejection of any subsequent offer submitted. In the case of a joint venture, the attendance by any authorized representative of any of the parties to the joint venture will satisfy this requirement.

The City shall have in attendance key personnel to answer questions or discuss issues that may arise. Questions should be prepared prior to the conference and both hard and soft copy of such questions submitted to the purchasing representative on the **day of the conference.**)

1.2.2 Time and Date: **1:30 PM (Local Time) Thursday, May 17, 2007**

Location: **City County Government Center, 7th Floor Room 7096
One Civic Plaza, NW - Albuquerque, New Mexico 87102**

1.3 Purchasing Office: This RFP is issued on behalf of the City of Albuquerque by the Purchasing Office, which is the sole point of the contact during the procurement process.

1.4 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (the "Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

1.5 Acceptance of Offer: Acceptance of Offer is contingent upon offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance

1.5.2 City Purchasing Rules and Regulations: City of Albuquerque Purchasing

Rules and Regulations: These Rules and Regulations (hereinafter "Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.5.3 Civil Rights Compliance: Acceptance of offer is contingent upon the Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

1.5.4 Americans with Disabilities Act Compliance: Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and Federal regulations promulgated there under.

1.5.5 Insurance and Bonding Compliance: Acceptance of offer is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a copy(s) of such certification or statement of compliance in your proposal.

1.5.6 Ethics:

1.5.6.1 Fair Dealing. The Offeror warrants that its proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.6.2 Conflict of Interest. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: Offeror may not use the consultation or

assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its offer or in the management of its business if awarded the contract resulting from this RFP.

1.5.8 Debarment or Ineligibility Compliance: By submitting its offer in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

1.5.9 Goods Produced Under Decent Working Conditions. It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.5.10 Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are "graffiti free". Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.6 City Contact: The sole point of contact for this Request for Proposals is the City of Albuquerque Purchasing Division. Contact the following individual(s) regarding this RFP:

- Kelli De Angelis, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division,
- Phone: (505) 768-3333 or E-Mail: kdeangelis@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by the Department of Finance and Administrative Services, Treasury Division.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the hour and date specified for the receipt of offers to allow sufficient time for a reply to reach Offerors before the submission of their offers. All inquiries must be directed to the Purchasing Office as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Any information given to a

prospective Offeror concerning this Request For Proposals, will be furnished to all prospective Offerors as an amendment to this Request for Proposals, if such information is necessary to Offerors in submitting offers on this Request For Proposals or if the lack of such information would be prejudicial to uninformed Offerors.

1.9 Submission of Offers: The Offeror's sealed proposal must be in the format outlined in Part 2 of this Request for Proposals and mailed or delivered pursuant to the following requirements:

1.9.1 Envelope preparation. Offers and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

- Name and address of Offeror
- Closing Date and Time
- Request for Proposals Number
- RFP Title

1.9.2 Ship, Deliver or Hand Carry Sealed Offers to: The Office of the City Clerk, City /County Government Center, 11th Floor, One Civic Plaza, N.W., Albuquerque, New Mexico 87102. Mark all packages as stated above.

1.9.3 Mail Sealed Responses to: Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed offers to actually be received by the Office of the City Clerk by 4:00 of the day of closing.

Note: The City picks up mail at the post office **once** every morning at 7:00 AM (Local Time). **Note: ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN 4:00 PM, LOCAL TIME AS RECORDED IN THE CITY CLERK'S OFFICE.**

1.9.4 No other methods of delivery: Neither telephone, facsimile, electronic, nor telegraphic offers shall be accepted.

1.9.5 Submit Hard and Soft Copies of the Proposal as follows:

- **Hard Copy - 1 original and 6 copies of your Technical Proposal. Submit 1 original and 1 copy of your Cost Proposal.**
- **Soft Copy - Submit 1 Original Technical and Cost Proposal on a CD or Diskette.**

1.9.6 Modification: Offers may be modified or withdrawn by written notice provided such notice is received prior to the hour and date specified for receipt of offers.

1.10 Receipt of Proposals: The only acceptable evidence to establish the time of receipt of

proposals at the City Clerk's Office is the time-date stamp of such office on the proposal wrapper or other documentary evidence of receipt maintained by the office.

1.11 Acknowledgment of Amendments To the Request For Proposals: Receipt of an amendment to the Request For Proposals by an Offeror must be acknowledged (a) by signing and returning the amendment, or (b) by letter. Such acknowledgment may be submitted with your offer. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

1.12 Modifications to Scope of Services: In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

1.13 Draft Agreement: A copy of the proposed Contract to be entered into is attached. Please note that you must affirmatively accept the terms and conditions of the Contract. Any additional terms and conditions proposed to be included within the terms of the Contract must be submitted at the time you submit your response to this RFP, must be specifically drafted for the City and not contain any duplicate material or any material deemed "boiler plate". The City reserves the right to reject any additional terms and conditions which are outside the scope of the proposed Contract.

1.14 Evaluation period: The City reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the hour and date specified for the receipt of offers.

1.15 Evaluation Assistance: The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

1.16 Rejection and Waiver: The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

1.17 Debarment of Offeror: Any proposal received from an Offeror that is, at the time of submitting its proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

1.18 Award of Contract:

1.18.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.18.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria.

1.18.3 Contract Term: The contract term shall be for a period of 3 (three) years from the effective date of execution of the contract and/or final execution by the City. This contract term may be extended for up to another 3 (three) years by mutual written agreement between the City and the Contractor.

1.18.4 Type of Contract: Firm fixed price.

1.18.5 Debarment/Cancellation of Contract: **Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the “Contractor”), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause as provided in accordance with the terms of said contract.**

1.19 Cancellation: This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the City.

1.20 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract.

1.21 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.

1.22 Proprietary Data: This Request for Proposals shall be open to public inspection after the recommendation of award of a contract has been signed by the Mayor, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated must be separated from the Offeror’s main proposal and each page shall be clearly marked in order to be considered confidential and to facilitate public inspection of the non-confidential portion of the proposal. Prices and makes and models or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary. The City of Albuquerque will endeavor to restrict distribution of the material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978).

1.23 Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement (Part 6). If a completed Local Preference Certification Form, or a current and correct Resident Preference Number, or evidence to indicate that a company is a manufacturer (if applicable), is not received with the Offeror’s response a preference will not be applied for that offer. The Form, the Number, or other evidence will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference

protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. Only the issues outlined in the protest will be considered by the Purchasing Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Purchasing Officer following review of the request.

1.25 BONDS and INSURANCE:

1.25.1 General Conditions: The City will require that the successful Offeror, referred to as the Contractor, procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverage, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. The City shall be named an additional insured for all coverages and the coverages afforded shall be primary with respect to operations provided.

1.25.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.25.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.25.3.1 General Bankers Blanket Bond. If your offer is accepted, you will be required to furnish proof of a General Bankers Blanket Bond in the amount of at least five million dollars (\$5,000,000) for the faithful performance of the contract.

1.25.3.2 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000 Per Occurrence

\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.25.3.3 Automobile Liability Insurance. A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

1.25.3.4 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.25.4 Increased Limits: During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

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**PART 2
PROPOSAL FORMAT**

2.1 Technical Proposal Format, Section One

2.1.1 Offeror Identification: State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors if any must be identified in a similar manner. Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

2.1.2 Experience:

2.1.2.1 Current Experience. State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

2.1.2.2 Past Experience. Describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work was performed, year completed, and a reference person who can be contacted regarding the work. References must be for work performed in the past three to five (3 to 5) years. State relevant experience with other municipalities or government entities.

2.1.3 Proposed Approach to Tasks: Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services. Use charts to illustrate the number of hours dedicated to each task and who will be performing each task [individual(s)/firm(s)]. Reference Appendix A, attached hereto, without stating the price structure.

2.1.4 Management Summary: Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

2.2 Cost Proposal Format, Section Two

2.2.1 Total Cost: Submit one original and one copy of your Cost Proposal, in a **separate** binder, or folder distinctly marked with the following information, in a "spread sheet" format as given in the example provided in Part 8, Cost Response Table Form, and attached hereto.

2.2.2 The cost proposal should contain at least the following information:

- The cost for the entire project broken down by the activities or steps shown on the project schedule.
- Estimated periodic billing to the City based on the cost of the deliverable items.
- Cost or pricing details should be shown by task. This might include, but is not limited to:
 - Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead and profit.
 - Purchased materials, unit costs, and quantities.
 - Travel, lodging, and other direct expenses.
 - Subcontract costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).

2.2.3 Offerors should show detailed costs by task and number of hours dedicated to each task as listed in the specifications.

2.2.4 An example of the preferred format is contained in Part 8, Cost Response Table Form, attached hereto as described above. Your response to this section will be used in performing a cost/price analysis.

2.2.5 All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other offers received. The Offeror should understand that the City will not pay for any amounts not included -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

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PART 3 SCOPE OF SERVICES

3.1 Introduction: The objective is to select a Treasury services provider(s) as a fiscal agent with whom the City can establish a working relationship to provide required services. Also, as a part of the relationship, the City expects the fiscal agent to propose technical and functional solutions to the City's present and future cash management needs.

The City will use a fiscal agent as a sending and receiving conduit for communicating information and transacting business between the City and its customers and other service providers. The City expects a fiscal agent to take an active role in the development, marketing and implementation of electronic communication 'links' with other government entities and major companies.

3.2 Required Services: Following is a description of specific banking and financial services required by the City.

3.2.1 Depository Services: The City wishes to expedite the availability and use of its funds and requires a vehicle to handle the flow of funds through the banking system. The Fiscal Agent Bank will establish accounts and provide other services necessary to handle daily City deposits, debit and credit transactions including returned items and incoming and outgoing electronic funds transfers, balance reporting, account analysis, match-pay (Positive Pay/pay-on-issue) check verification, full account reconciliation, check truncation, ACH check conversion, and other general banking services associated with the City's primary bank account. In addition, the bank shall be an outlet for City Transit (bus) passes.

3.2.1.1 Bank Accounts: Establish accounts, as directed by the City Treasurer, which are necessary to meet the financial responsibilities of the City. At a minimum, the following accounts shall be established: City of Albuquerque Common Fund Account, City of Albuquerque Accounts Payable Account (Controlled Disbursement), City of Albuquerque Payroll (Zero Balance Account), City of Albuquerque Stop Fine Account (Cash concentration account), City of Albuquerque Animal Control Account (ZBA account), City of Albuquerque Water Clearing account (ZBA). Accounts shall also be established for the City Housing Authority.

3.2.1.2 Account Information: Make available for electronic access and download each business day, account balance and transaction detail information affecting all City accounts. Monthly statements shall be

provided electronically for all accounts and made available the first working day of the following month..

3.2.1.3 Deposit Availability: The collection and availability for use by the City of all checks, electronic funds transfers, and other bills of exchange received by the City and payable to its order or bearer. Same day availability shall be provided for all items deposited each business day by 3:00 p.m. Mountain Time. Same day availability shall also be provided on interest payments on investments and proceeds from all maturing investments, providing that such payments are wire transferred via FedWire.

3.2.1.4 Notice to City: Notify the City of any discrepancies in deposit transactions on the day the discrepancy is discovered. The fiscal agent will call the City Treasurer's office to report problems with deposits.

3.2.1.5 Change Funds: Provide for secure electronic change fund ordering. City sites should be able to order change in any amount and denomination(s) as authorized using a touch-tone phone and after providing a password. Funds shall be received via armored car delivery on the business day following the order.

3.2.1.6 Internal Transfers: Transfer money to and from City accounts as directed. Internal transfers include cash concentration and Zero Balance Account (ZBA) funding. External transfers shall be made via ACH or FedWire using secured electronic, oral or written instruction.

3.2.1.7 Check Truncation: Safekeep all paid checks (check truncation). In conjunction with the month-end reconciliation, provide readable check images to the City via Internet access or other on-line means.

3.2.1.8 Night Drop: Provide night depository services for various City cash collection sites (approximately 50 sites). Deposits delivered to the bank's central vault after 3:00 p.m. will be considered available balances the next business day.

3.2.1.9 Deposit Slips: Provide duplicate, sequentially pre-numbered deposit slips. City deposit sites are identified by the series number on the pre-printed deposit slips. The fiscal agent will capture the ID number as a part of the deposit number and report it on electronic and paper statements and reports.

3.2.1.10 Stop Pay: Accept stop payment orders in electronic, oral or written form.

3.2.1.11 Teller Services: To provide added service to our mutual customers, the fiscal agent shall offer for sale City transit fare alternatives

(bus passes) at retail branches. The actual number of passes and coupon books shall be set by agreement between the bank and the City. Also, the fiscal agent shall accept payments for City utility services. Funds will be deposited into a City account and remittance information will be passed to the City for posting the customer account.

3.2.2 Custody Services: The City desires the services of a custodian to act on its behalf in providing custodial services for certain assets under the management of the City. Services provided by the custodian should include the following.

3.2.2.1 Accounts: Hold assets in the City's name. Open and maintain a custody account(s) as directed by and in the name of the City and uphold in such account(s) all cash and securities initially deposited plus any additional cash and securities that may be received from time to time for the account.

3.2.2.2 Direction: Act upon written, faxed or oral direction from authorized points of contact for the City. The City shall furnish the custodian a list of persons authorized to act on behalf of the City for the purpose of transmitting instructions to the custodian concerning the assets in the account(s). The custodian shall be entitled to rely on the oral advice as confirmed in writing or written advice of such persons. The custodian shall treat as genuine and may rely on any notice or communication without any further verification, that it believes is from the proper party and shall be protected in doing so by the City.

3.2.2.3 Settlement: Settle securities transactions for the account(s) with broker or others in accordance with City's written, faxed or oral direction. Deliver cash or securities in such manner as the City may direct in writing.

3.2.2.4 Confirmations: Issue advises/confirmations to the City setting forth the particulars of investment purchases, sales, deliveries and principal/interest collection.

3.2.2.5 Collection: Collect all investment income relating to the assets in the account(s). Present for payment all maturing securities or any other securities called for redemption and collect the proceeds there from.

3.2.2.6 Statements: The custodian shall furnish to the City a monthly statement of account in electronic or paper form reflecting an inventory of assets in the account(s), all activity during the previous month, and a market value for the assets of the account(s). The custodian shall furnish such other reports as the city may reasonably request, including reports to City auditors or other examiners as may be necessary.

3.2.2.7 Authorization: The custodian is authorized and empowered to make, execute, acknowledge and deliver any and all documents or other

instruments that may be necessary or appropriate to carry out the custodianship duties and powers.

3.2.3 Daily Investment (Advisor) Services: The City desires the fiduciary services of the fiscal agent or its designee to act on its behalf as broker in providing non-discretionary investment services for daily investment of excess cash in the City's account (for certain assets under management of the City). Services to be provided include:

3.2.3.1 Daily Repo: Transact a daily repurchase agreement (Repo). Repo is a Contract to buy and subsequently sell securities at a specified date and price.

3.2.3.2 Repo Amount: Determine amount to invest from daily cash position, investments matured/purchased, and information from the City regarding major receipts and disbursements for the day.

3.2.3.3 Bids: Solicit a minimum of three (3) bids from City approved dealers. The fiscal agent or its designee shall maintain executed Master Repurchase Agreements on file with the dealers it does business with.

3.2.3.4 Purchased Securities: Purchased securities shall be held in name/on behalf of the City in a Third-Party account. The fiscal agent shall verify permissibility, suitability and sufficiency of purchased securities (collateral). It will insure proper, timely settlement Delivery-Vs-Payment (DVP).

3.2.3.5 Reporting: Notify the City each day of the investment amount, dealer, date and rate of the repo transaction via e-mail. Report other securities purchased/sold and income received on settlement day.

3.2.4 Information Reporting/Desktop Services: The City desires to access City accounts and reports on a daily basis for current (intra-day) and historical balance and transaction information and to perform certain functions. The information should be available for downloading (either on-line or via batch) by authorized City personnel. The service should be available to each City deposit site (120 sites) and secured in a manner that allows access by sites based on the site's needs. At a minimum, the fiscal agent desktop system should electronically provide the following:

3.2.4.1 Information Provided: Account summary and detail information for all transactions, including a description of any debit/credit advices and electronic funds transfers. These data would include historical transaction and balance information.

3.2.4.2 Funds Transfers: Ability to send secured recurring and non-recurring funds transfers via FedWire and ACH. PC-ACH application

should be installed on a City PC server with multiple accesses administered by City Treasury. Also the ability to submit requests for reversals of ACH transactions on-line.

3.2.4.3 Confirmation: On-line, real time confirmation when a wire is completed. This confirmation should include the date/time the wire was sent and FedWire number so that the transaction can be traced throughout the system. Also, immediate on-line notification of a wire that has not gone through as originally intended.

3.2.4.4 Stop Pays: Ability to place on-line Stop Pay and Void advices on checks issued by the City.

3.2.4.5 Administration: Provide for system administration by the client (Treasury), including the capability for adding or deleting users and to authorize access to certain accounts and functions. Multiple phone numbers to access bank proprietary system should be available (in case initial line is busy/down, and we cannot get through).

3.2.5 Remittance Processing – Lockbox: The City currently outsources the payment processing for several receivable types to a lockbox operation at a local financial institution. The City desires to continue to use a third-party lockbox operation to process payments delivered by the U S postal service, payments made directly to various financial institutions and non-city sites, and payments made directly to city offices. These services will be provided by the fiscal agent. Following are the processing requirements.

3.2.5.1 Representatives of the Fiscal Agent will pick up City payments each day from the main post office located at 1135 Broadway Blvd. NE, utilizing the existing mail bag ‘call’ service for the City: P.O. Box 1313 and P.O. Box 17. Mail shall be picked up at least once, and up to three times per day and at a time(s) that allows for maximum mail and processed funds availability. Mail may include water utility, special assessments, business registration, health inspections animal control payments, and other service payments depending on the billing periods for each application.

3.2.5.2 All in-coming mail shall be sorted prior to processing according to, but not limited to the following groupings: undelivered mail, non-City envelope mail, City envelope mail by payment type. The undelivered (returned) mail shall be kept intact and prepared for forwarding to the City on the date it is received. The City will pick up returned mail, correspondence, etc. no later than 4:00 PM each day. Any mail not belonging to the City will be returned to the post office.

3.2.5.3 The mail shall be opened and sorted by each payment according to the following suggested groupings: single payments of full or partial amounts on

individual or several accounts, multiple payments (several checks) on individual or several accounts, mail items with correspondence. Any correspondence shall be forwarded to the City with the undelivered (returned) mail.

3.2.5.4 All payments shall be processed on the day that they are received by the Fiscal agent. The physical documents will be imaged using standard “.tif” format and indexed for retrieval and made available to the City via web view. The physical payment documents and web reports shall be delivered to City treasury/posted to the bank’s web site no later than 10:00 AM on the following business day. A hardcopy listing of account numbers, amounts paid, date of transaction and CD index key shall accompany the documents. The lockbox agent shall utilize read-only access to City receivables systems to research and adjudicate items initially unprocessable due to missing or incomplete remittance information.

Correspondence and payments received that are not or cannot be processed by the institution will be batched separately, distinctly marked, and forwarded to the City no later than 10:00 AM on the following business day.

3.2.5.5 All payment data shall be transmitted to the City on the same day it is processed. The transmission window will be from 5:00 PM through 8:00 PM, MST, Monday through Friday. This transfer shall be by electronic transmission using an ACH or ASC X12 823 standard format. Delivery of data on hardcopy is not acceptable.

3.2.5.6 Payments shall be deposited into the appropriate bank account according to the type of payment received. Utility payment (Water Billing) monies shall be deposited daily to the City of Albuquerque Water Clearing account. Other payment types processed by lockbox shall be deposited into a separate zero balance clearing account tied to the Common Fund and transferred daily to the Common Fund account to maximize same day availability of the funds.

3.2.5.7 The fiscal agent shall bill the City monthly for the cost of lockbox services performed as a part of the Account Analysis. The Water Clearing account analysis shall be discreet from the analysis for all other City banking services, and both analysis statements shall include a breakdown of items per unit cost and other charges that make up the total cost for processing payments.

3.2.5.8 The fiscal agent shall inform the City Treasurer of relevant information, especially problems related to item processing or file transfer processing. All customer inquiries regarding specific City billing accounts or the remittance processing operation shall be handled by a representative of the City treasurer, and, in the case of each specific application, will also be handled by a representative of the department responsible for the application. A list of authorized contact personnel shall be provided to the fiscal agent

3.2.5.9 The fiscal agent shall provide to the City a list of authorized contact personnel responsible for Lock Box operations and file transmissions. The fiscal agent will also ensure that the processing and transmission equipment is properly maintained and in good working order.

The lockbox provider is to utilize Accounts Receivable Truncation (ARC) to convert processed payments to ACH debits.

3.2.6 Remittance Processing – Payment Consolidation: The City wishes to receive a consolidated file of payment information from bank customers, payment collection companies, business partners, and government agencies. The sources of these payments may be transmitted via the internet, mail, wire service, credit card or direct transfer to the City. The City has converted these payments to an electronic format. These payments may be in PPD, CCD, CCD+, or WEB ACH formats, or ASC X-12 EDI formats. It is anticipated that these payments will be consolidated by the fiscal agent. The payment information from the appropriate addenda records will then be transmitted to the City for subsequent processing.

3.2.6.1 All payments received by the fiscal agent shall be transmitted to the City on the same day that they are received or on the next business day after they are processed. The transmission window will be anytime during a 24-hour period, Monday through Friday. This transfer shall be by electronic transmission using a wire or ACH with associated ASC X12 820 or 828 transaction sets as requested by the City. Multiple transfers during any 24-hour period are acceptable and are encouraged. Delivery of data on hardcopy is not acceptable.

3.2.6.2 Payments shall be deposited into the appropriate bank account according to the type of payment received. Utility payment (Water Billing) monies shall be deposited daily to the City of Albuquerque Water Clearing account. Other payment types processed by consolidation shall be deposited into a separate zero balance account tied to the Common Fund and transferred daily to the Common Fund account to maximize same day availability of the funds.

3.2.6.3 The fiscal agent shall bill the City monthly for the cost of payment consolidation services performed as a part of the Combined Account Analysis. The Clearing account analysis shall include a breakdown of items per unit cost and other charges that make up the total cost for consolidating payments. Other consolidation costs shall be charged to the Common Fund.

3.2.6.4 The fiscal agent shall inform the City of relevant information, especially problems related to payment consolidation or file transfer processing. A list of authorized contact personnel shall be provided to the fiscal agent. The

fiscal agent shall provide to the City a list of authorized contact personnel responsible for consolidation processing and file transmissions.

3.2.7 Merchant (Credit Card) Services: The City currently accepts certain credit cards in payment for goods and services at a variety of City sites. Capture methods include leased or owned point-of-sale terminals, Web POS terminals utilizing various payment gateways, stand-alone ticketing kiosks capable of handling multiple merchant accounts, and electronic cash registers using customized communication software. The City intends to promote the use of credit cards (and debit cards) at most City sites and the City website. At a minimum, the merchant services should provide the following:

3.2.7.1 Processors: Alliances to insure responsive, timely, available (uptime) authorization and accurate transaction processing. Support interfaces to all major cards for authorization, data capture and settlement. Certification with a variety of networks/processes to support City POS and other custom applications. Support a debit program with major debit networks.

3.2.7.2 Capture Options: Offer draft captures options, including electronic draft capture (EDC) via electronic cash registers. Integration of payment solutions for retail environment.

3.2.7.3 Additional Support: Provide both on-line and voice transaction authorization, clearing and settlement functions, terminal support, training and prompt customer service.

3.2.7.4 Equipment: Provide leased or purchased point-of-sale terminals at selected City locations. If requested, these terminals should offer web-based payment transmission.

3.2.7.5 E-Commerce: Assist City with card acceptance for internet business transacted at the City's website.

Purchasing Card Services: The City desires to establish a two-tiered VISA or MasterCard purchasing card program for payment of certain supplies and obligations. One tier would encompass payment for incidental items. Under this program, multiple cards will be issued for various City departments and programs. The City requires a web-based administrative system for controlling spending limits and purchase types by merchant category code (MCC) and in the aggregate, as well as web-based card reconciliation and data import file creation for import into the City's general ledger. The second tier would be an "e-Payables" program for payment of regular accounts payable items. The City would expect the fiscal agent to market this option to its vendors, and to provide the City with a competitive rebate on card purchases.

3.2.8 Document Storage/Check Safekeeping: The City currently receives its Payables and Payroll cancelled checks on compact disc (CD), as is also the case for the Housing Authority's public housing and general fund accounts. The City desires to simplify the administration and check image retrieval process and provide the capability to retrieve images to several City agencies. The services requested would include:

3.2.8.1 Access To Data: The fiscal agent shall provide access to the data via a Web browser or similar thin-client software. Except for standard maintenance periods, the bank must provide access to the data 24 hours a day, 7 days a week. It is expected that no maintenance would be performed during normal business hours.

3.2.8.2 Data Security: The fiscal agent shall maintain check records and images on behalf of the City. Check data shall be secured by user I.D. and password. The administration of security (adding and deleting users, changing passwords, etc.) would reside with City personnel.

3.2.8.3 Data Transfer: Should the above services no longer be required, the fiscal agent shall provide a method for transferring the data (check records and images) to the City for its future use.

3.2.9 Accounts Payable and Payroll Processing: The City currently prints its own Payroll and Payables checks, verifies their accuracy, and prepares them for mailing and distribution. Automated Clearinghouse (ACH) transactions for both Payables and Payroll are transmitted to the bank for further processing. The City desires services that would outsource check processing and further enhance the file transfer/information exchange process to include:

3.2.9.1 Transmission from City: The fiscal agent shall receive files periodically via an electronic process that provides systematic verification of files and balances received. These files would include:

- Check processing data for Payables and Payroll
- ACH transmittals for Payables and Payroll
- Direct Deposit data
- Remittance Reports
- Postive Pay

3.2.9.2 Check File Processing: The City may request that the fiscal agent process Payable and Payroll check information and subsequently print checks on City approved check stock. As part of this process, the bank would verify and mail all Payable checks and return Payroll checks to the City for distribution.

3.2.9.3 ACH File Processing: The fiscal agent shall process ACH and Direct

Deposit transactions. ACH payable transactions would include both the vendor payments and the electronic transmission of remittance data to the vendor. Direct Deposit payroll transactions may include the printing of direct deposit data for employee records (similar to what is produced for payroll checks). These printouts would be returned to the City for distribution.

3.2.9.4 Transmission to City: The fiscal agent shall send files to the City via an electronic process that provides systematic verification of files and balances received. These files would include:

- Payable ACH and Check processing information, including voided checks, which can be uploaded into the City's payables system. File layouts would be provided to the bank.
- Payroll Direct Deposit and Check processing information, including voided checks, which can be uploaded into the City's Payroll system. File layouts would be provided to the bank.

3.2.9.5 Security: The fiscal agent shall provide security measures over check stock, the handling of checks, and the data files. These security measures would include allowing authorized City personnel to review the status of Check, ACH and Direct Deposit processing.

3.2.9.6 Insurance: The fiscal agent shall provide liability insurance for the timely processing of all checks and ACH transactions.

3.2.10 Account Reconciliation: The City anticipates the need for extensive month end account reconciliation services for the City's three primary bank accounts – Common Fund, Accounts Payable and Payroll – and for three bank accounts held by the Albuquerque Housing Authority – General Fund, Public Housing and Modernization. These services may include partial and full reconciliation, and are categorized as: Reporting, Timing/Deadlines, Information Medium and Error Detection.

3.2.10.1 Reporting: Month end bank statements and standard reports for each bank account should be available on-line. Month end reports would include:

- Consolidated report showing all checks in the bank's system
- Outstanding check report
- Paid check report
- A series of diagnostic summary reports including:
 - Outstanding settlement report
 - Recap of posted items report
 - Account summary report
 - Miscellaneous credits on the account
 - Miscellaneous debits on the account
 - Paid no issue report

- Stop payment report
- Consolidated report showing all paid no issue, voided checks, stop pays, paid no issue last period, previous paid no issue received

This data, including historical monthly data, should also be available for downloading either via ad hoc on-line access by authorized City personnel or nightly via a batch process.

3.2.11 Timing and Deadlines: Although the City should have on-line access to account information on a daily basis, it also requires that the final month end reports and bank statements be available within 24 hours of the month end. Monthly statements shall be provided for all accounts and sent to the City by the 2nd working day of the following month, preferably in electronic format. The City acknowledges that the fiscal agent bank will require time to process payroll pay dates occurring near or after month end and to resolve issues that arise during the reconciliation process.

If not available on-line and for downloading, the City's bank statements, month end reports, analysis statements and CD ROMs should be mailed to PO Box 17, Albuquerque, NM 87103-0017. The Housing Authority's banks statements, month end reports, analysis statements and CD ROMs should be mailed to 1840 University Blvd SE, Albuquerque, NM 87106. Courtesy copies of Housing Correspondence are to be mailed to P.O. Box 17, Albuquerque, NM 87103.

The City requires that the images of checks paid be available as described in the Document Storage/Check Safekeeping section.

3.3 Other Requirements: Following are other City requirements and preferences regarding financial and banking services.

3.3.1 Information Medium: The City prefers to have all account data and documents (including bank statements and month end reports) available on-line and for downloading by authorized City personnel. Images of checks cleared would also be available on-line as described in the Document Storage/Check Safekeeping section.

3.3.2 Error Detection: With account information available for on-line access and analysis, including the downloading of account transaction information, the City expects to establish error reports to capture potential problems as they arise. However, if that is not possible, the City expects that the fiscal agent bank will assist in monitoring the daily electronic transmission of check issuances and the month end report process to the extent necessary to detect potential errors and omissions and will contact the City when errors appear to have occurred. The City will be provided with the names and telephone numbers of bank employees who will work with the City to resolve these problems.

3.3.3 Electronic Funds Transfer: The City receives and disburses its funds electronically.

3.3.3.1 Rules and Regulations: All electronic debit and credit transactions are subject to local bank agreements, Regulation E of the Federal Reserve System, and to the Operating Rules & Guidelines of the National Automated Clearinghouse Association (NACHA): conditions, application type, pre-notification, format, returns, remedies, etc.

3.3.3.2 Specifications: The ACH format Specifications in the NACHA Operating Rules detail the contents of the various record formats and define the code values and data elements of the transaction. Relevant information in City ACH applications is ‘mapped’ to the ACH formats.

3.3.3.3 City Agent: The City’s fiscal agent bank shall act as both the originating (ODFI) and the receiving (RDFI) institution for the City, depending on the type of transaction.

3.3.3.4 Returns: The City generates electronic transfers via mainframe and PC applications. ACH return notification and information shall be sent to the City in electronic format.

3.3.4 Data Exchange: As the City expects to transmit and receive data and reports electronically without human intervention, the fiscal agent or other service provider will be expected to cooperate with such efforts and will bear the cost of any necessary communications facilities at their location and between their location and the City network. The City will bear the cost of communication facilities at the City site necessary to complete the transmission of information.

3.3.4.1 MIS Test Plan: The successful offeror shall, in conjunction with the City of Albuquerque Information Systems Division, develop a written plan to test the processing and mutual transfer of data. The service provider shall submit to the City’s Information Systems Division machine generated reports evidencing a successful test. The test plan will be developed and submitted to the City ISD thirty (30) days prior to the commencement of service. A successful test of data transmission will be delivered fifteen (15) days prior to the commencement of service.

3.3.4.2 Test Environment: The offeror must have a test environment on which to test data processing files that are being written or modified for City use and are being transmitted to the offeror. All processes that will be used by the City and/or its customers must be fully tested before being placed into production for general use. Testing will not be done in the “Production” environment (i.e., the environment in which the City uses for its normal course of business).

3.3.4.3 Contingency Plans: For each means of communication offered by the fiscal agent, an alternate means must be identified soon after contract

award and available to ensure timely service is provided when the primary means fail. For example, if the City's bi-weekly payroll ACH data are to be sent to the Fiscal Agent via a T1 communication line and that line fails, then an alternate, pre-defined method of transmitting the data must be used ensuring the City's payroll is processed on time. These contingency plans, as well as the primary methods, must be identified and successfully tested in order for the link between the City and the fiscal agent to be considered functional. In addition, the City requests a copy of the offeror's business continuity plan in order for the City to evaluate the offeror's ability to sustain operations.

3.3.5 Consulting Services: The City anticipates the need for consulting services support. The services that may be needed include: conducting requirements analysis, alternatives analysis, cost/benefit analysis, technical and/or user training, software implementation, and systems independent verification and validation (IV&V) tasks, developing system and/or user documentation, developing logical and physical systems designs, and system programming and testing. These services will be provided on an as needed basis.

3.3.6 Electronic Bill Presentment: The City desires to pursue an electronic Bill Presentment and Payment (EBPP) solution for bill consolidation and statement delivery to City customers via a secure Internet environment.

3.3.6.1 Documents: The documents to be presented would include billing statements for utility services, business registration, animal control and health inspection fees, inspection permits, accounts receivable notices, and any other statements that are currently mailed or delivered to City customers.

3.3.6.2 Functionality: This solution will include functionality for bill presentment, bill repositories, historical billing retrieval, e-mail notification to the customer, and the ability to make payments on selected or consolidated bill statements using various payment options. Services for real-time payment authorization and settlement with other financial institutions or credit card providers may also be required.

3.3.6.3 Information: Remittance information and payments generated through this service would be consolidated and transmitted to the City as described in section 3.2.6 of the Scope of Services section of this document.

3.3.7 VAN Services: The City anticipates the need for Value Added Network (VAN) services. The selected VAN provider will need to provide a turnkey communications link which functions as a private, secure network. The VAN will need to link the City's enterprise network to its remote users, to include the City's fiscal agent, New Mexico state agencies, and local vendors. City e-business services, including online customer service, will need to be delivered over the VAN.

3.3.7.1 Additional Capabilities: The VAN provider must also provide the following capabilities:

- Provide 24-hour enhanced online customer support services, including efficient and convenient infrastructure for application system support and software delivery
- Provide electronic data interchange (EDI) gateways (i.e., the means to easily exchange formatted EDI transactions between the City and its business partners
- Provide connectivity to the City's business partners' information systems to streamline business processes between organizations
- Provide dial access with high-speed, secure connectivity to the enterprise network and resources on that network for remote City business partners

3.3.7.2 Lines and Equipment: The VAN provider must keep its data lines and all VAN-supplied equipment in working order. The data lines must be available in speeds ranging from 56kbs to 1.5mbs (T1). The VAN must provide the data line, the CSU/DSU, diagnostics modems and a customer site router. The VAN supports both IP and SNA. The data lines must be contracted on a fixed monthly fee basis, not on a per transaction basis.

3.3.8 Business and Technical Points of Contact: The vendor must provide an organizational structure chart for its company and a list of names, addresses, phone numbers, fax numbers, and e-mail addresses for each designated points of contact for the City.

3.3.8.1 Relationship Manager: The vendor will designate a Relationship Manager. This Relationship Manager shall be the vendor's representative and shall have authority to act on behalf of the vendor. This individual will be the single point of contact for the vendor and responsible for the prompt resolution of all problems pertaining to the Services. If the designated Relationship Manager proves to be non-responsive to the City's needs, the City has the right to have the Relationship Manager replaced with an individual with equal or better qualifications. Also, the vendor shall not replace the Relationship Manager without providing written notice to the City. If a replacement is needed, the Relationship Manager shall be replaced with an individual with equal or better qualifications and must be approved by the City.

3.3.8.2 Other Contacts: The fiscal agent will provide the financial reporting section of the City with a flow chart of the account reconciliation process showing what is done, where, and by whom and provide telephone numbers for these individuals. Included in this listing would be those bank

employees to contact when voided or invalid checks appear on the outstanding check report.

3.3.9 Issue Resolution: The fiscal agent must agree to resolve issues quickly and informally through direct channels, whenever possible. If resolution in this manner is not possible, the following procedure shall apply. The fiscal agent's Relationship Manager and the City Cash Manager shall create an Issue Report, presenting the position of the parties. The Issue Report shall be provided to the City's Treasurer and the fiscal agent's Vice President of Operations ("VPO") who shall meet to discuss the issue within twenty (20) days of receipt of the Issue Report. If a decision is reached they shall notify the Relationship Manager and the City Cash Manager of their decision in writing.

If a resolution is not reached, the issue shall be escalated to the City's Chief Administrative Officer ("CAO") and the fiscal agent's Chief Executive Officer ("CEO") for discussion and resolution. If a decision is reached, it will be written and provided to the fiscal agent's VPO and the Relationship Manager and the City Treasurer and Cash Manager. If the CAO and CEO are unable to meet within twenty (20) days or are unable to reach a resolution within one (1) week after meeting, the parties agree that the dispute shall be resolved by binding arbitration in Bernalillo County under the rules of the American Arbitration Association.

PART 4 EVALUATION OF OFFERS

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial offers.

4.2 Evaluation Criteria. The following general criteria, not listed in order or significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

100 --Acceptance of the proposed Contract (without additional terms and conditions)

200 --The offeror's detailed plans and available products to meet the on-going objectives of each task, activity, etc. in the Scope of Services schedule (Part 7 Service Performance Checklist Form).

200 -- Public funds and technological experience and qualifications of the offeror and personnel as shown on staff resumes to perform tasks, activities, etc. described in Part 3, Scope of Services. The offeror's past performance demonstrating ability and commitment on projects of similar scope and size.

100 -- Adequacy of proposed project management and resources to be utilized and dedicated to the project by the offeror.

100 -- The offeror's philosophy, approach and track record on implementing emerging technologies.

200 -- The overall ability of the offeror, as judged by the evaluation committee, to satisfactorily provide the desired services, to maintain a committed relationship, and to provide dedicated support required by the RFP. This judgment will be based upon factors such as project management plan, professional and technical competency, responses from references and availability of products and resources.

100 -- Cost Proposal - Ability of the offeror to describe in detail all costs to be incurred relative to the tasks listed in the specifications, Part 3, Scope of Services; and ability of offeror to detail the entire project in the format described in Part 2, Section 2, Proposal Format, to determine which proposal represents the best value to the City. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis relative to all offers received. Explanation is described in detail in Part 8 Cost Response Table Forms, attached hereto.

4.2.2 Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please use the format described in Part 8 Cost Response Table Forms. Proposed costs will be evaluated not only to determine if the estimate is reasonable, realistic, and cost effective, but also, the Offeror's ability to organize and perform the services. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.2.3 Cost Evaluation. The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

4.2.4 Local Preference. Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement. The "Local Preference Certification form and instructions are attached as an Appendix to this Request for Proposals. If a completed Local Preference Certification Form, or a current and correct Resident Business Preference Number is not received with the Offeror's response, a preference will not be applied for that offer. The Form or the Number will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

PART 6
PROPOSED CONTRACT

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between the City of Albuquerque, New Mexico a municipal corporation, (hereinafter referred to as the "City"), and _____, (hereinafter referred to as the "Contractor"), a _____, whose address is _____.

RECITALS:

WHEREAS, the City issued a Request For Proposals for its Department Finance and Administrative Services, Treasury Division, Solicitation Number: RFP2007-022-KD, titled "Fiscal Agent and Other Banking Services", dated 29 May 2007, which is attached hereto as Exhibit A, and by this reference made a part of this Agreement; and

WHEREAS, the Contractor submitted its proposal, dated _____, in response to RFP2007-022-KD, which proposal is attached hereto as Exhibit B, and by this reference made a part of this Agreement; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services: The Contractor shall perform the following services (hereinafter the "Services") in a satisfactory and proper manner, as determined by the City:

Provide fiscal agent and other banking services, in accordance with Exhibit A as supplemented by Exhibit B.

2. Time of Performance: Services of the Contractor shall commence on the date of final execution of this Agreement and shall be performed throughout the term of the Agreement until _____, and thereafter during any renewal period.

3. Compensation and Method of Payment:

A. Compensation: For performing the services specified in Section 1 hereof, the City agrees to compensate the Contractor using a combined account analysis system. Fees for costs of services and advances will be calculated for each monthly period and shall include any applicable gross receipts taxes and shall constitute full and complete compensation for the Contractor's services under this Agreement for the period, including all expenditures made and expenses incurred by the Contractor in performing such services. The City maintains the option to compensate the Fiscal Agent for service costs by maintaining a compensating balance in a demand account or paying the fees according to regular City Accounting Division procedures.

The services described in Schedule A shall be provided at the stated per unit costs. (Insert cost/fee schedule pertaining to services provided as awarded and negotiated by City.)

(1) FDIC Fees: In accordance with the regulations of the Federal Deposit Insurance Corporation, the Contractor is charged a monthly insurance fee based upon the amounts on deposit by the City. The Contractor may pass these charges through to the City on Account Analysis each month at the then applicable FDIC rate.

(2) Earnings Rate: The earnings rate on the net average collected balance subject to earnings shall be calculated based on the average 91-day Treasury Bill rate for the month the services were provided.

B. Method of Payment: Such amount shall be paid to the Contractor upon receipt by the City of a properly documented requisition for monthly payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the scope of services outlined herein, to the satisfaction of the City.

C. Appropriations: Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. Independent Contractor: Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5 Personnel:

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. The Contractor shall designate a local, primary contact person(s) to act on its

behalf and to coordinate activities between the Fiscal Agent and the City. The contact person will not be changed without the approval of the City.

D. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Indemnity: The Contractor agrees to defend, indemnify, and hold harmless the City and their officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the services performed by the Contractor under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Insurance: The Contractor shall not commence any work under this Agreement until the insurance required in Exhibit A, Section 1.18, has been obtained and the proper certificates (or policies) have been submitted to the City.

8. Discrimination Prohibited: In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

9. ADA Compliance: In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. Reports and Information: At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

11. Open Meetings Requirements: Any nonprofit organization in the city which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

12. Establishment and Maintenance of Records: Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

13. Audits and Inspections: At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor may be required to provide such information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

14. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

15. Compliance with Laws: In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

16. Changes: The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

17. Assignability: The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

18. Termination for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

19. Termination for Convenience of City: The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.

20. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Enforcement: The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

22. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

23. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

24. Approval Required: This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

CONTRACTOR

Chief Administrative Officer (Date)

Director Department Finance & Admin

By: _____

Signature: _____

Title: _____

Fed Tax ID #: _____

State Tax ID #: _____

PART 6
LOCAL PREFERENCE

6.1 INSTRUCTIONS FOR LOCAL PREFERENCE CERTIFICATION FORM

1. ALL INFORMATION MUST BE PROVIDED. A 5% local preference is available for this procurement. To qualify for this preference, an offeror MUST complete and submit this Form WITH ITS OFFER. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.

2. LOCAL PREFERENCE PRECEDENCE OVER STATE PRECEDENCE. The local preference takes precedence over the State Residence Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.

3. PHYSICAL LOCATION MUST BE STATED. To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. DO NOT use a post office box or other postal address.

4. OWNERS OR EMPLOYEES MUST BE RESIDENTS. To qualify for this preference, the principal offeror (i.e. the business, NOT the individual signing the form) must fall into at least one of the categories listed below.

A. The business is a corporation with the majority of its shares owned by residents of the Abq. Metro Area.

B. The business is a partnership with residents of the Abq. Metro Area owning a majority beneficial interest in the partnership.

C. The business is a sole proprietorship owned by a resident of the Abq. Metro Area.

D. The business (which will actually perform the services or provide the goods requested) consists of one individual (with no employees) who is a resident of the Abq. Metro Area.

E. If the business has 40 or fewer employees, 10 or more of its full-time current employees are residents of the Abq. Metro Area.

F. If the business has more than 40 employees, 25% of its full-time current employees are residents of the Abq. Metro Area.

5. DEFINITIONS. The following definitions apply to this Preference:

☐ The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.

☐ A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.

☐ A principal offeror is a single offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; a partner or joint venturer submitting an offer in conjunction with other businesses; or, in the case of an RFP, an offeror which will assume a leading management role and receive at least 25% of the compensation under the contract resulting from the solicitation.

6. ADDITIONAL DOCUMENTATION. If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law, must be able to show that it is a business entity in good standing if so requested.

6.2 LOCAL PREFERENCE CERTIFICATION FORM
Solicitation Number: RFP2007-022-KD

BUSINESS NAME: _____

BUSINESS LOCATION (in Abq. Metro Area): _____

BUSINESS TYPE:

- Corporation -- Indicate state of incorporation. _____
- Partnership -- Indicate "general" or "limited". _____
- Sole Proprietorship (Single Owner with employees)
- Individual (Single Owner/No employees)

BASIS FOR PREFERENCE: (Check One Box Only)

The business is a corporation with the majority of its shares owned by residents of the Abq. Metro Area.

The business is a partnership with residents of the Abq. Metro Area owning a majority beneficial interest in the partnership.

The business is a sole proprietorship owned by a resident of the Abq. Metro Area.

The business is an individual who is a resident of the Abq. Metro Area.

The business has 40 or fewer employees and 10 or more of the business's full-time current employees are residents of the Abq. Metro Area.

The business has more than 40 employees and 25% of the business's full-time current employees are residents of the Abq. Metro Area.

CERTIFICATION

I hereby certify that I am the principal offeror or a principal offeror submitting this offer. I am a single offeror or the prime contractor or one of the prime contractors, a partner with another offeror, or a joint venturer with another offeror. If this is an RFP, I certify that I or the business which I represent will assume a management role and receive at least 25% of the compensation due to the successful offerors under the contract which will result from this solicitation.

I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature of Principal Offeror: _____ Date: _____

Printed Name: _____ Title: _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER

**PART 7
REQUEST FOR PROPOSALS
SERVICE PERFORMANCE CHECK LIST FORM**

Provide information as to the capability of the offeror to provide the requested services. (Failure to complete and submit these forms with your offer may cause such offer to be considered non-responsive.)

<u>Service Description</u>	Yes	No	Explanation/Comment:
	(please check one)		(Describe how service will be performed)
<u>Required Services</u>			
3.2.1 Depository Services	_____	_____	_____
3.2.1.1 Bank Accounts	_____	_____	_____
3.2.1.2 Account Information	_____	_____	_____
3.2.1.3 Deposit Credit	_____	_____	_____
3.2.1.4 Notice to City	_____	_____	_____
3.2.1.5 Change Funds	_____	_____	_____
3.2.1.6 Internal Transfers	_____	_____	_____
3.2.1.7 Check Truncation	_____	_____	_____
3.2.1.8 Night Drop	_____	_____	_____
3.2.1.9 Deposit Slips	_____	_____	_____
3.2.1.10 Stop Pays	_____	_____	_____
3.2.1.11 Teller Services	_____	_____	_____
3.2.2 Custody Services	_____	_____	_____
3.2.2.1 Maintain custody account(s)	_____	_____	_____
3.2.2.2 Act upon direction	_____	_____	_____
3.2.2.3 Settle transactions	_____	_____	_____
3.2.2.4 Issue confirmations	_____	_____	_____
3.2.2.5 Collect income on time	_____	_____	_____
3.2.2.6 Statements of account	_____	_____	_____
3.2.2.7 Agent Authorization	_____	_____	_____
3.2.3 Daily Investment Services	_____	_____	_____
3.2.3.1 Daily repurchase agreement	_____	_____	_____
3.2.3.2 Determine repo amount	_____	_____	_____
3.2.3.3 Bid Process	_____	_____	_____
3.2.3.4 Purchased Securities	_____	_____	_____
3.2.3.5 Reporting	_____	_____	_____
3.2.4 Info Reporting/Desktop	_____	_____	_____
3.2.4.1 Information provided	_____	_____	_____
3.2.4.2 Funds Transfers	_____	_____	_____
3.2.4.3 Wire Confirmations	_____	_____	_____
3.2.4.4 Stop Pays	_____	_____	_____
3.2.4.5 Administration	_____	_____	_____
3.2.5 Lockbox Processing	_____	_____	_____
3.2.5.1 Mail pick-up	_____	_____	_____

Service Description

Yes No
(please check one)

Explanation/Comment:
(Describe how service will be Performed)

Required Services

3.2.5.2	Mail processing	_____	_____	_____
3.2.5.3	Mail sort/handling	_____	_____	_____
3.2.5.4	Payment processing	_____	_____	_____
3.2.5.5	Data transmission	_____	_____	_____
3.2.5.6	Deposit of payments	_____	_____	_____
3.2.5.7	Billing	_____	_____	_____
3.2.5.8	Notification	_____	_____	_____
3.2.5.9	Contacts	_____	_____	_____
3.2.6	Payment Consolidation	_____	_____	_____
3.2.6.1	Payment processing	_____	_____	_____
3.2.6.2	Deposits	_____	_____	_____
3.2.6.3	Billing	_____	_____	_____
3.2.6.4	Notification	_____	_____	_____
3.2.7	Merchant Card Services	_____	_____	_____
3.2.7.1	Processors/alliances	_____	_____	_____
3.2.7.2	Draft capture options	_____	_____	_____
3.2.7.3	Additional support	_____	_____	_____
3.2.7.4	Equipment	_____	_____	_____
3.2.7.5	E-commerce transactions	_____	_____	_____
3.2.8	Document/check Storage	_____	_____	_____
3.2.8.1	Access to data	_____	_____	_____
3.2.8.2	Data security	_____	_____	_____
3.2.8.3	Data transfer	_____	_____	_____
3.2.9	Check Processing	_____	_____	_____
3.2.9.1	Transmission from City	_____	_____	_____
3.2.9.2	Check file processing	_____	_____	_____
3.2.9.3	ACH file processing	_____	_____	_____
3.2.9.4	Transmission to City	_____	_____	_____
3.2.9.5	Security	_____	_____	_____
3.2.9.6	Performance insurance	_____	_____	_____
3.2.10	Account Reconciliation	_____	_____	_____
3.2.10.1	Reporting	_____	_____	_____
3.2.11	Timing and Deadlines	_____	_____	_____
	Purchasing Card	_____	_____	_____

Other Requirements

3.3.1	Information medium	_____	_____	_____
3.3.2	Error detection	_____	_____	_____
3.3.3	Electronic Funds Transfer	_____	_____	_____
3.3.3.1	Rules and Regulations	_____	_____	_____
3.3.3.2	Specifications	_____	_____	_____

Service Description

Yes No
(please check one)

Explanation/Comment:
(Describe how service will be Performed)

Required Services

3.3.3.3 City Agent	_____	_____	_____
3.3.3.4 Returns	_____	_____	_____
3.3.4 Data exchange	_____	_____	_____
3.3.4.1 MIS Test Plan	_____	_____	_____
3.3.4.2 Test Environment	_____	_____	_____
3.3.4.3 Contingency Plan	_____	_____	_____
3.3.5 Consulting Services	_____	_____	_____
3.3.6 Electronic Bill Presentment	_____	_____	_____
3.3.6.1 Documents	_____	_____	_____
3.3.6.2 Functionality	_____	_____	_____
3.3.6.3 Information exchange	_____	_____	_____
3.3.7 VAN Services	_____	_____	_____
3.3.7.1 Additional capabilities	_____	_____	_____
3.3.7.2 Lines and Equipment	_____	_____	_____
3.3.8 Business & Technical Contact Points	_____	_____	_____
3.3.8.1 Relationship manager	_____	_____	_____
3.3.8.2 Other contacts	_____	_____	_____
3.3.9 Error resolution	_____	_____	_____

PART 8
COST RESPONSE TABLES FORMS

Provide detailed cost proposals form for each type of service using the following tables. Include additional information as necessary. All Forms must be complete and submitted with Proposal Response for Evaluation. Failure to do so may cause such offer to be considered non-responsive.

Table 1 - Depository Services

Table 2 - Payment Processing (Lockbox) Services

Table 3 - Electronic Commerce/EDI Services

Table 4 - Investment & Safekeeping Services

Table 5 - Merchant Services

Table 6 – General ACH Services

Table 7 - Purchasing Card Services

APPENDIX A

**CITY OF ALBUQUERQUE
DAILY REPURCHASE AGREEMENT INFORMATION
FYs 2006-2007**

<u>MONTH</u>	<u>\$ HIGH</u>	<u>\$ LOW</u>	<u>DAILY \$ AVERAGE</u>
<u>2005</u>			
July	126,000,000	100,000,000	113,428,571
August	142,000,000	112,000,000	128,227,273
September	110,000,000	79,000,000	95,714,286
October	221,000,000	83,000,000	160,428,571
November	216,000,000	188,000,000	201,421,053
December	214,000,000	183,000,000	201,761,905
January	237,000,000	180,000,000	205,700,000
February	231,000,000	197,000,000	206,100,000
March	237,000,000	191,000,000	229,600,000
April	218,000,000	187,000,000	200,000,000
May	186,000,000	209,000,000	197,809,524
June	246,000,000	188,000,000	238,950,000
<u>2006</u>			
July	249,000,000	97,000,000	224,700,000
August	244,000,000	221,000,000	266,450,000
September	250,000,000	227,000,000	235,333,333
October	384,000,000	231,000,000	275,600,000
November	408,000,000	376,000,000	387,789,474
December	417,000,000	357,000,000	374,476,190
January	435,000,000	384,000,000	408,100,000
February	447,000,000	410,000,000	424,105,263
March	430,000,000	398,000,000	412,456,522
April	417,000,000	379,000,000	397,473,684
May	427,000,000	398,000,000	410,642,857
June	517,000,000	423,000,000	472,545,455
<u>2007</u>			
July	567,000,000	396,000,000	514,300,000
August	589,000,000	552,000,000	565,186,364
September	564,750,000	535,500,000	550,837,500
October	584,500,000	535,000,000	563,952,381
November	574,000,000	265,000,000	318,695,000
December	322,000,000	260,000,000	284,990,000
January	345,500,000	292,300,000	311,219,048
February	339,600,000	299,500,000	317,684,211
March	338,700,000	301,200,000	317,430,952

APPENDIX B

**COMMON FUND AND WATER CLEARING ACCOUNT INFORMATION
FY 2006**

<u>Service Description</u>	<u>Jul-05</u>	<u>Aug-05</u>	<u>Sep-05</u>	<u>Oct-05</u>	<u>Nov-05</u>	<u>Dec-05</u>	<u>Jan-06</u>	<u>Feb-06</u>	<u>Mar-06</u>	<u>Apr-06</u>	<u>May-06</u>	<u>Jun-06</u>
Average Ledger Balance	27,091,778	3,123,959	3,389,479	3,824,645	1,990,037	3,984,030	3,997,783	3,866,589	3,479,738	6,064,436	2,115,111	1,386,308
Average Collected Balance	25,122,077	1,205,020	1,587,342	1,844,991	418,164	2,084,254	1,961,425	1,810,665	1,690,022	4,056,250	248,836	190,718
Available Balance for Earnings Credit	22,750,783	1,151,603	1,494,337	1,701,321	987,235	1,875,623	1,765,196	1,750,263	1,586,127	3,655,182	286,825	216,305
# of Deposits	1,509	1,575	1,360	1,444	1,344	1,328	1,442	1,335	1,565	1,386	1,650	1,763
# of Checks Paid	2,600	3,076	1,840	1,632	1,503	1,848	1,722	1,413	1,510	1,279	1444	2038
Checks Deposited	15,235	17,534	16,187	15,421	15,044	13,483	15,994	15,554	16,001	16,638	19,653	19,721
Electronic Credits	586	763	715	693	640	662	761	687	650	647	753	753
Returned Items	159	213	235	177	142	133	131	118	115	105	142	215
Consumer ACH Credits out flows	17,910	18,136	18,283	18,311	27,362	18,529	18,251	18,282	18,300	18,371	26,956	18,132
Corporate ACH Credits out flows	1,273	1,653	1,487	1,537	1,512	1,670	1,557	1,430	1,440	1,456	1,298	1,827
Consumer ACH Debits inflows wtr auto	11,160	19,459	16,049	16,085	19,364	16,126	9,826	17,982	13,116	10,130	18,972	11,659
Payment Concentration Items paymode	13,504	15,221	14,375	16,988	18,540	16,751	18,482	20,130	18,508	19,541	20,860	19,425
City Web payment items rpo	-	-	4,559	4,893	5,383	5,253	5,969	6,784	7,131	6,327	7,590	7,585
Investment Portfolio Balance												
Average Available Balance												

**COMMON FUND AND WATER CLEARING ACCOUNT INFORMATION
FY 2007**

<u>Service Description</u>	<u>Jul-06</u>	<u>Aug-06</u>	<u>Sep-06</u>	<u>Oct-06</u>	<u>Nov-06</u>	<u>Dec-06</u>	<u>Jan-07</u>	<u>Feb-07</u>
Average Ledger Balance	1,779,154	1,056,098	1,742,386	2,381,600	1,875,023	1,790,146	1,410,097	1,264,309
Average Collected Balance	216,286	-	369,020	1,090,308	556,910	500,098	-	-
Available Balance for Earnings Credit	480,646	320,945	333,607	1,016,135	652,718	460,558	1,142	1,003
# of Deposits	1,706	1,569	1,395	1,507	1,386	1,318	1,340	1,318
# of Checks Paid	2,760	2,605	1,567	1,516	1,349	1,460	1,698	1,313
Checks Deposited	16,016	16,798	15,718	16,258	15,277	13,208	15,527	15,145
Electronic Credits	743	973	804	883	837	795	824	821
Returned Items	166	188	140	171	130	127	127	133
Consumer ACH Credits	17,584	17,321	17,335	17,365	26,100	17,400	17,203	17,167
Corporate ACH Credits	1,420	1,613	1,390	1,795	1,513	1,473	1,624	1,492
Consumer ACH Debits	11,636	17,695	15,771	18,980	16,630	15,644	15,243	18,648
Payment Concentration Items	20,745	22,263	19,990	23,547	22,318	21,728	22,431	23,923
City Web payment items	7,790	8,323	7,805	8,813	8,527	8,426	9,672	9,341
Investment Portfolio Balance								

APPENDIX C

**CITY OF ALBUQUERQUE
Lockbox - Number of Items Processed
FYs 2006-2007**

	<u>FY 2006</u>	<u>FY 2007</u>
July	96,653	107,580
August	120,998	120,487
September	104,728	105,954
October	101,168	117,129
November	111,581	109,435
December	99,613	104,979
January	105,064	108,843
February	103,322	110,305
March	105,691	
April	93,794	
May	109,725	
June	112,352	

APPENDIX D

TABLE V
CITY OF ALBUQUERQUE
AVERAGE MONTHLY CREDIT CARD TRANSACTIONS BY ACCEPTING SITE
(Estimates)

CASH SITE	TERMINAL LEASE/OWN	# ITEMS	AMOUNT	AVERAGE TRANSACTION
Aviation-Visa/MC	OWN	9,571	236,185	25
Treasury-Main	P.O.S.	649	204,736	315
Animal Control-East	LEASE	451	24,539	54
Animal Control-West	LEASE	232	12,971	56
Golf Center	P.O.S.	199	3,475	17
Treasury-Plaza	P.O.S.	520	95,867	184
APD - DWI Seizure	LEASE	32	12,105	378
Balloon Museum	LEASE	41	9,929	242
Museum	LEASE	179	5,702	32
Tennis Center	LEASE	27	232	9
Kimo Theatre	P.O.S.	204	14,501	71
Parking Division	P.O.S.	324	504	2
Parks & Recreation	P.O.S.	47	22,395	476
S. Broadway Cultural Ctr.	LEASE	129	3,549	28
Transit	P.O.S.	287	17,035	59
Website	-	9,351	832,848	89
Totals		22,243	1,496,573	67

APPENDIX E

**CITY OF ALBUQUERQUE
PAID ITEMS - PAYROLL AND CONTROLLED DISBURSEMENT ACCOUNTS
FYs 2006-2007**

<u>MONTH</u>	<u>TOTAL NET PAYROLL</u>		<u>TOTAL ACCTS PAY</u>	
	<u>(Checks and ACH)</u>		<u>(Checks and EFT)</u>	
<u>FY 2006</u>	<u>Number</u>	<u>Amount</u>	<u>Number</u>	<u>Amount</u>
July	23,402	\$21,728,997	3,790	\$50,790,286
August	15,420	14,265,650	4,910	57,577,735
September	22,483	21,895,367	4,306	54,384,235
October	14,882	14,278,913	5,513	60,637,632
November	14,944	15,005,910	4,615	62,112,896
December	15,768	14,476,792	4,727	72,656,051
January	14,885	14,904,271	4,555	55,031,519
February	14,861	14,258,594	3,991	56,933,087
March	14,746	14,214,479	5,550	77,858,724
April	14,648	13,945,389	4,361	56,179,072
May	14,654	14,043,074	4,784	58,928,186
June	<u>22,908</u>	<u>21,778,281</u>	<u>5,699</u>	<u>61,515,408</u>
Total FY	<u>203,601</u>	<u>\$194,795,717</u>	<u>56,801</u>	<u>\$724,604,831</u>
<u>FY 2007</u>				
July	15,729	\$15,080,354	4,175	\$50,799,372
August	15,332	14,773,767	5,018	76,373,358
September	14,280	14,182,293	4,531	51,259,681
October	14,213	14,439,399	4,952	68,061,054
November	14,238	14,456,573	4,567	55,768,115
December	21,286	22,135,779	4,473	62,224,809
January	13,940	15,499,932	4,561	57,387,420
February	14,061	14,001,558	4,353	52,522,069
March	<u>13,952</u>	<u>14,291,368</u>	<u>5,053</u>	<u>62,277,115</u>
Total FYTD	<u>137,031</u>	<u>\$138,861,022</u>	<u>41,683</u>	<u>\$536,672,993</u>